

Dooley Roberts & Fowler LLP
Suite 201, Orlean Pacific Plaza
865 South Marine Corps Drive
Tamuning, Guam 96913
Telephone (671) 646-1222
Facsimile (671) 646-1223

RECEIVED

MAR 07 2007

By: for Time: 2:57pm
Teker Torres & Teker, P.C.

FILED
DISTRICT COURT OF GUAM
MAR - 7 2007

MARY L.M. MORAN
CLERK OF COURT

Attorneys for Defendant LeoPalace Resort

IN THE DISTRICT COURT OF GUAM

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

LEO PALACE RESORT,

Defendant.

JENNIFER HOLBROOK,
VIVIENE VILLANUEVA and
ROSEMARIE TAIMANGLO,

Plaintiff-Intervenors,

vs.

MDI GUAM CORPORATION dba LEO
PALACE RESORT MANENGGON HILLS
and DOES 1 through 10,

Defendants.

CASE NO. 1:06-CV-00028

NOTICE OF DEPOSITION; CERTIFICATE
OF SERVICE

Date: Tuesday, March 20, 2007

Time: 9:00 a.m.



PLEASE TAKE NOTICE that on Tuesday, March 20, 2007, at the hour of 9:00 a.m., at the law offices of Dooley Roberts & Fowler LLP, Suite 201, Orlean Pacific Plaza, 865 South Marine Corps Drive, Tamuning, Guam 96913, Defendant, through its attorneys of record, Dooley Roberts & Fowler LLP, by Tim Roberts, Esq., will take the deposition of Rosemarie Taimanglo, whose address is known to you, upon oral examination pursuant to Guam Rules of Civil Procedure, before a notary public or an officer authorized by law to administer oaths. The oral examination will continue from day to day until completed. You are invited to attend and cross examine.

DOOLEY ROBERTS & FOWLER LLP

Dated: March 7, 2007

By: Seth Forner
for TIM ROBERTS
Attorneys for Defendant

CERTIFICATE OF SERVICE

I, Seth Forman, hereby certify that on the 7th day of March, 2007, I caused Defendant LeoPalace Resort's Notice of Deposition (re: Rosemarie Taimanglo) to be served upon the following via US Mail and email:

Angela D. Morrison
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
333 S. Las Vegas Boulevard, Suite 8112
Las Vegas, NV 89101

I further certify that on the 7th day of March, 2007, I caused a copy of Defendant LeoPalace Resort's Notice of Deposition (re: Rosemarie Taimanglo) to be served upon the following via hand delivery:

Philip Torres, Esq.
TEKER TORRES & TEKER, P.C.
130 Aspinall Avenue, Suite 2A
Hagåtña, Guam 96910

Dated: March 7, 2007

Seth Forman
SETH FORMAN

Dooley Roberts & Fowler LLP
Suite 201, Orlean Pacific Plaza
865 South Marine Corps Drive
Tamuning, Guam 96913
Telephone (671) 646-1222
Facsimile (671) 646-1223

Attorneys for Defendant LeoPalace Resort

RECEIVED

JAN 31 2007

By: DCE Time: 4:11 pm
Teker Torres & Teker, P.C.

IN THE DISTRICT COURT
OF GUAM

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

LEO PALACE RESORT,

Defendant.

JENNIFER HOLBROOK,
VIVIENE VILLANUEVA and
ROSEMARIE TAIMANGLO,

Plaintiff-Intervenors,

vs.

MDI GUAM CORPORATION dba LEO
PALACE RESORT MANENGGON HILLS
and DOES 1 through 10,

Defendants.

CASE NO. 06-00028



DEFENDANT LEOPALACE RESORT'S
FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS TO PLAINTIFF-
INTERVENORS; CERTIFICATE OF
SERVICE

**TO: Plaintiff-Intervenors Jennifer Holbrook, Vivienne Villanueva and
Rosemarie Taimanglo and their attorney of record, Teker Torres & Teker, P.C.**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Defendant LeoPalace Resort,

ORIGINAL

("Defendant") hereby requests Plaintiff-Intervenors Jennifer Holbrook, Vivienne Villanueva and Rosemarie Taimanglo, to make available for inspection and copying at the offices of Dooley Roberts & Fowler LLP, Suite 201, Orlean Pacific Plaza, 865 South Marine Corps Drive, Tamuning, Guam 96913, within thirty days from today's date, the documents described herein.

DEFINITIONS

1. The word "document" includes writings, drawings, graphs, charts, photographs, and all electronic data capable of being converted into a document, such as email.
2. The pronoun "you" or "your" refers to Plaintiff.

INSTRUCTIONS

1. Under Rule 34(b) of the Federal Rules of Civil Procedure you are required to produce the requested documents as they are kept in the usual course of business or to organize and label them to correspond with the categories in this request.
2. For each document responsive to this request that is withheld under a claim of privilege or work-product immunity, provide a statement under oath, by a person having personal knowledge, setting forth as to each document or portion withheld:

- (a) The number and subject of each paragraph of this request that seeks its production;

- (b) The name and title of the author(s);
- (c) The name and title of each person to whom the document was addressed;
- (d) The name and title of each person to whom a copy of the document was sent;
- (e) The date of the document;
- (f) The number of pages;
- (g) A brief description of the nature and subject matter of the document;
- (h) The identity of each person to whom the document, its contents, or any portion thereof is known or has been disclosed;
- (i) The exact location of the original and each copy of the document as of the date of receipt of this request; and
- (j) If the document is withheld on any ground other than privilege, each basis that Plaintiff contends justifies its withholding.

3. If you are aware of any document otherwise responsive to these requests that is no longer in your custody or control, please identify the name and title of the author, the name and title of the addressee, the date of the document, the subject matter of the documents, the last date on which the document was in your control, the person(s) or entity, if any, now in control of the document, the reasons for your disposition or release of the document, all persons who have knowledge of the circumstances surrounding its disposition, and state what knowledge each such person has.

4. Reference to the singular includes the plural and reference to the plural includes the singular.

DOCUMENTS REQUESTED

Plaintiff-Intervenors are requested to produce the following documents:

1. All documents generated by any health care provider related to any treatment received by the Claimants as a result of the incidents made the subject of suit in this civil action. LeoPalace will agree to any reasonable confidentiality agreement with respect to the production of these documents.
2. All documents evidencing the Claimants' income earned from any source for the years 2001, 2002, 2003, 2004, 2005, and 2006, including their tax returns. LeoPalace will agree to any reasonable confidentiality agreement with respect to the production of these documents.
3. All documents prepared by LeoPalace's former Night Manager Gregory Perez related to any of the incidents made the subject of suit in this civil action.

DOOLEY ROBERTS & FOWLER LLP

Dated: 1/31/07

By: 
TIM ROBERTS, ESQ.
Attorneys for Defendant

Defendant Leo Palace Resort's First Request
For Production of Documents to Plaintiff-Intervenors
EEOC v. LeoPalace Resort
Case No. 06-00028
Page 5 of 5

CERTIFICATE OF SERVICE

I, Tim Roberts, hereby certify that on the 31st day of January, 2007, I caused the Defendant LeoPalace Resort's First Request for Production of Documents to Plaintiff-Intervenors to be served upon the following via US Mail and email:

Angela Morrison
U.S EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
255 East Temple Street, Fourth Floor
Los Angeles, California 90012

I further certify that on the 31st day of January, 2007, I caused a copy of Defendant LeoPalace Resort's First Request for Production of Documents to Plaintiff-Intervenors to be served upon the following via hand delivery:

Philip Torres, Esq.
TEKER TORRES & TEKER, P.C.
130 Aspinall Avenue, Suite 2A
Hagåtña, Guam 96910

Dated: 1/31/07



TIM ROBERTS

F:\Documents\Thomas L Roberts (07.04)\M108\M108.330 EEOC Pleadings\M108-330.RFP HTV.doc

AUTHORIZATION FOR THE RELEASE OF RECORDS

Patient Name: Rosemarie B. Taimanglo Date of Birth: [REDACTED] S.S. No.: [REDACTED]

1. I authorize the use or disclosure of the above named individual's health information as described below.

2. The following individual(s) or organization(s) are authorized to make the disclosure:

Name: All Medical Clinics and Related Facilities

Address: _____

Telephone No. _____

Name: _____

Address: _____

Telephone No. _____



3. The type of information to be used or disclosed is as follows (check the appropriate boxes and include other information where indicated).

- ☐ Any and all Medical and/or Dental Records including any and all reports and hand written notes
- ☐ Workers Compensation Records
- ☐ Billing Records, Ledgers and Payment Information
- ☐ X-Ray film, Cat Scan film, MRI film
- ☐ Scholastic and Academic Records
- ☐ Insurance Claim records including Medical Reports and Bills
- ☐ Disability Records
- ☐ Employment and Payroll Records
- ☒ All of the above
- ☐ Other

4. I understand that the information in my records may include information relating to sexually transmitted disease, Acquired Immunodeficiency Syndrome (AIDS), or Human Immunodeficiency virus (HIV). It may also include information about behavioral or mental health services and treatment for alcohol and drug abuse.

5. The information identified above may be used by or disclosed to the following individuals or organization(s):

Name: Tim Roberts, Esq.

Address: 865 S. Marine Corps Drive, Suite 201,

Telephone No. 671-646-1222

Tamuning, Guam 96913

Name: _____

Address: _____

Telephone No. _____

6. The information for which I am authorizing disclosure will be used for the following purpose:

Litigation discovery

7. I understand that I have a right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand that the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy.

8. This authorization will expire (insert date or event) December 31, 2007. If fail to specify an expiration date, this authorization will expire six months from the date on which it was signed.

9. I understand that once the above information is disclosed, it may be re-disclosed by the recipient and the information may not be protected by federal privacy laws or regulations.

10. I understand authorizing the use or disclosure of the information identified above is voluntary, I need not sign this form to ensure health care treatment.

** A copy of this Authorization Release shall be considered as valid as the original.

Date: _____

Signed: Rosemarie B. Taimanglo

Patient or legal representative

OCT 14 2004

October 11, 2004



Mr. Suzuki,

This is my letter of resignation. My last day will be on October 23, 2004. I'm sure you are aware of me being unhappy and disappointed in the management for the last couple of months. I have gone through so much emotional stress that it has caused me my health. The management has made me feel that if I cried for help because something was seriously wrong, they won't correct the problem and made me feel that I shouldn't have said anything. It's really sad to know that even how much time invested in the company or how much you have worked so hard and proven yourself trustworthy; they just take you for granted.

Rosemarie B. Taimanglo
Rosemarie B. Taimanglo

CC: Human Resource

Form **1040A** U.S. Individual Income Tax Return (99) **2005**

CLIENT'S COPY

IRS Use Only — Do not write or staple in this space.

Label
(See instructions.)

Use the IRS label.
Otherwise, please print or type.

Your first name and initial **ROSEMARIE** Last name **B TAIMANGLO**
If a joint return, spouse's first name and initial Last name
Home address (number and street). If you have a P.O. box, see instructions. Apartment no.
City, town or post office. If you have a foreign address, see instructions. State ZIP code
SANTA RITA **GU 96915-1605**

OMB No. 1545-0074
Your social security number
Spouse's social security number

▲ You must enter your SSN(s) above ▲

Checking a box below will not change your tax or refund

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ... ☐ You ☐ Spouse

Filing status

- 1 ☐ Single
2 ☐ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here
4 ☒ Head of household (with qualifying person). (See instructions.)
If the qualifying person is a child but not your dependent, enter this child's name here
5 ☐ Qualifying widow(er) with dependent child (see instructions)

Check only one box.

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a

Boxes checked on 6a and 6b ... **1**

b ☐ Spouse

c Dependents:

(1) First name Last name

(2) Dependent's social security number

(3) Dependent's relationship to you

(4) ☒ If qualifying child for child tax credit

No. of children on 6c who:
• lived with you ... **1**
• did not live with you due to divorce or separation

Dependents on 6c not entered above ...

d Total number of exemptions claimed ...

Add numbers on lines above ... **2**

Income

Attach Form(s) W-2 here. Also attach Form(s) 1099-R if tax was withheld.

7 Wages, salaries, tips, etc. Attach Form(s) W-2 ... **7 17,443.**
8a Taxable interest. Attach Schedule 1 if required ... **8a**
b Tax-exempt interest. Do not include on line 8a ... **8b**
9a Ordinary dividends. Attach Schedule 1 if required ... **9a**
b Qualified dividends (see instructions) ... **9b**
10 Capital gain distributions (see instructions) ... **10**
11a IRA distributions ... **11a** 11b Taxable amount ... **11b**
12a Pensions and annuities ... **12a** 12b Taxable amount ... **12b**
13 Unemployment compensation and Alaska Permanent Fund dividends ... **13**
14a Social security benefits ... **14a** 14b Taxable amount ... **14b**
15 Add lines 7 through 14b (far right column). This is your total income ... **15 17,443.**
16 Educator expenses (see instructions) ... **16**
17 IRA deduction (see instructions) ... **17**
18 Student loan interest deduction (see instructions) ... **18**
19 Tuition and fees deduction (see instructions) ... **19**
20 Add lines 16 through 19. These are your total adjustments ... **20**
21 Subtract line 20 from line 15. This is your adjusted gross income ... **21 17,443.**

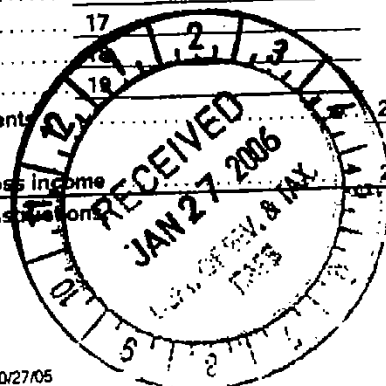
If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment.

Adjusted gross income

BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions

Form 1040A (2005)



EXHIBIT

5

Tax, credits, and payments**Standard Deduction for -**

• People who checked any box on line 23a or 23b or who can be claimed as a dependent, see instructions.

• All others:
Single or Married filing separately, \$5,000

Married filing jointly or Qualifying widow(er), \$10,000

Head of Household, \$7,300

If you have a qualifying child, attach Schedule EIC.

22	Enter the amount from line 21 (adjusted gross income)	22	17,443.
23a	Check if: <input type="checkbox"/> You were born before January 2, 1941, <input type="checkbox"/> Spouse was born before January 2, 1941, <input type="checkbox"/> Blind <input type="checkbox"/> Blind	Total boxes checked	23a <input type="checkbox"/>
b	If you are married filing separately and your spouse itemizes deductions, see instructions and check here	23b	<input type="checkbox"/>
24	Enter your standard deduction (see left margin)	24	7,300.
25	Subtract line 24 from line 22. If line 24 is more than line 22, enter -0-	25	10,143.
26	If line 22 is over \$109,475, or you provided housing to a person displaced by Hurricane Katrina, see instructions. Otherwise, multiply \$3,200 by the total number of exemptions claimed on line 6d	26	6,400.
27	Subtract line 26 from line 25. If line 26 is more than line 25, enter -0-. This is your taxable income	27	3,743.
28	Tax, including any alternative minimum tax (see instructions)	28	373.
29	Credit for child and dependent care expenses. Attach Schedule 2	29	
30	Credit for the elderly or the disabled. Attach Schedule 3	30	
31	Education credits. Attach Form 8863	31	
32	Retirement savings contributions credit. Attach Form 8880	32	
33	Child tax credit (see instructions). Attach Form 8901 if required	33	373.
34	Adoption credit. Attach Form 8839	34	
35	Add lines 29 through 34. These are your total credits	35	373.
36	Subtract line 35 from line 28. If line 35 is more than line 28, enter -0-	36	0.
37	Advance earned income credit payments from Form(s) W-2	37	
38	Add lines 36 and 37. This is your total tax	38	0.
39	Federal income tax withheld from Forms W-2 and 1099	39	1,076.
40	2005 estimated tax payments and amount applied from 2004 return	40	
41a	Earned income credit (EIC)	41a	2,174.
b	Nontaxable combat pay election. 41b		
42	Additional child tax credit. Attach Form 8812	42	627.
43	Add lines 39, 40, 41a, and 42. These are your total payments	43	3,877.
44	If line 43 is more than line 38, subtract line 38 from line 43. This is the amount you overpaid	44	3,877.
45a	Amount of line 44 you want refunded to you	45a	3,877.
b	Routing number	XXXXXXX	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
d	Account number	XXXXXXXXXXXXXXXXXXXX	
46	Amount of line 44 you want applied to your 2006 estimated tax	46	
47	Amount you owe. Subtract line 43 from line 38. For details on how to pay, see instructions	47	
48	Estimated tax penalty (see instructions)	48	
Do you want to allow another person to discuss this return with the IRS (see instructions)? <input type="checkbox"/> Yes. Complete the following. <input checked="" type="checkbox"/> No			
Designee's name		Phone no.	Personal identification number (PIN)
Sign here			
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.			
Joint return? See instructions.	Your signature	Date	Your occupation
Keep a copy for your records.	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation
Preparer's signature		Date	Check if self-employed <input type="checkbox"/>
Firm's name (or yours if self-employed), address, and ZIP code		Preparer's SSN or PTIN	

SCHEDULE EIC
(Form 1040A or 1040).

Department of the Treasury
Internal Revenue Service (99)

Name(s) shown on return

ROSEMARIE B TAIMANGLO

Earned Income Credit
Qualifying Child Information

Complete and attach to Form 1040A or 1040
only if you have a qualifying child.

OMB No. 1545-0074

2005

Attachment
Sequence No. **43**

Your social security number

Before you begin:

See the instructions for Form 1040A, lines 41a and 41b, or Form 1040, lines 66a and 66b, to make sure that (a) you can take the EIC and (b) you have a qualifying child.

- CAUTION:**
- If you take the EIC even though you are not eligible, you may not be allowed to take the credit for up to 10 years. See the instructions for details.
 - It will take us longer to process your return and issue your refund if you do not fill in all lines that apply for each qualifying child.
 - Be sure the child's name on line 1 and social security number (SSN) on line 2 agree with the child's social security card. Otherwise, at the time we process your return, we may reduce or disallow your EIC. If the name or SSN on the child's social security card is not correct, call the Social Security Administration at 1-800-772-1213.

Qualifying Child Information

Child 1

Child 2

1 Child's name	First name	Last name	First name	Last name
If you have more than two qualifying children, you only have to list two to get the maximum credit	KRISTAL ROSE	B TAIMANGLO		
2 Child's SSN				
The child must have an SSN as defined in the Form 1040A or Form 1040 instructions unless the child was born and died in 2005. If your child was born and died in 2005 and did not have an SSN, enter 'Died' on this line and attach a copy of the child's birth certificate				
3 Child's year of birth	Year <u>1991</u>		Year _____	
	If born after 1986, skip lines 4a and 4b; go to line 5.		If born after 1986, skip lines 4a and 4b; go to line 5.	
4 If the child was born before 1987 –				
a Was the child under age 24 at the end of 2005 and a student?	<input type="checkbox"/> Yes. Go to line 5.	<input type="checkbox"/> No. Continue	<input type="checkbox"/> Yes. Go to line 5.	<input type="checkbox"/> No. Continue
b Was the child permanently and totally disabled during any part of 2005?	<input type="checkbox"/> Yes. Continue	<input type="checkbox"/> No. The child is not a qualifying child.	<input type="checkbox"/> Yes. Continue	<input type="checkbox"/> No. The child is not a qualifying child.
5 Child's relationship to you (for example, son, daughter, grandchild, niece, nephew, foster child, etc)		Daughter		
6 Number of months child lived with you in the United States during 2005				
• If the child lived with you for more than half of 2005 but less than 7 months, enter '7'.				
• If the child was born or died in 2005 and your home was the child's home for the entire time he or she was alive during 2005, enter '12'		<u>12</u> months Do not enter more than 12 months.		_____ months Do not enter more than 12 months.

TIP You may also be able to take the additional child tax credit if your child (a) was under age 17 at the end of 2005, and (b) is a U.S. citizen or resident alien. For more details, see the instructions for line 42 of Form 1040A or line 68 of Form 1040.

BAA For Paperwork Reduction Act Notice, see Form 1040A or 1040 instructions.

Schedule EIC (Form 1040A or 1040) 2005

Additional Child Tax Credit

OMB No. 1545-0074

2005Department of the Treasury
Internal Revenue Service (99)

Complete and attach to Form 1040 or Form 1040A.

Attachment
Sequence No **47**

Name(s) shown on return

Your social security number

ROSEMARIE B TAIMANGLO

Part I All Filers

1	Enter the amount from line 1 of your Child Tax Credit Worksheet in the Form 1040 or Form 1040A instructions. If you used Publication 972, enter the amount from line 8 of the worksheet on page 4 of the publication	1	1,000.
2	Enter the amount from Form 1040, line 52, or Form 1040A, line 33	2	373.
3	Subtract line 2 from line 1. If zero, stop; you cannot take this credit	3	627.
4a	Earned income (see instructions). If your main home was in the Hurricane Katrina disaster area on August 25, 2005, and you are electing to use your 2004 earned income, check here <input type="checkbox"/>	4a	17,443.
4b	Nontaxable combat pay (see instructions)	4b	
5	Is the amount on line 4a more than \$11,000? <input type="checkbox"/> No. Leave line 5 blank and enter -0- on line 6. <input checked="" type="checkbox"/> Yes. Subtract \$11,000 from the amount on line 4a. Enter the result	5	6,443.
6	Multiply the amount on line 5 by 15% (.15) and enter the result Next, do you have three or more qualifying children? <input checked="" type="checkbox"/> No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part II and enter the smaller of line 3 or line 6 on line 13. <input type="checkbox"/> Yes. If line 6 is equal to or more than line 3, skip Part II and enter the amount from line 3 on line 13. Otherwise, go to line 7.	6	966.

Part II Certain Filers Who Have Three or More Qualifying Children

7	Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see the instructions	7	
8	1040 filers: Enter the total of the amounts from Form 1040, lines 27 and 59, plus any uncollected social security and Medicare or tier 1 RRTA taxes included on line 63. 1040A filers: Enter -0-.	8	
9	Add lines 7 and 8	9	
10	1040 filers: Enter the total of the amounts from Form 1040, lines 66a and 67. 1040A filers: Enter the total of the amount from Form 1040A, line 41a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 43 (see instructions).	10	
11	Subtract line 10 from line 9. If zero or less, enter -0-	11	
12	Enter the larger of line 6 or line 11 here Next, enter the smaller of line 3 or line 12 on line 13.	12	

Part III Additional Child Tax Credit

13	This is your additional child tax credit	13	627.
----	--	----	------

Enter this amount on
Form 1040, line 68, or
Form 1040A, line 42.

Form **1040A** U.S. Individual Income Tax Return (99) **2006**

Department of the Treasury — Internal Revenue Service

IRS Use Only — Do not write or staple in this space.

Label
(See instructions.)

Use the IRS label.
Otherwise, please print or type.

Presidential Election Campaign

Filing status

Check only one box.

Exemptions

If more than six dependents, see instructions.

Income

Attach Form(s) W-2 here. Also attach Form(s) 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment.

Adjusted gross income

Your first name and initial ROSEMARIE		Last name B TAIMANGLO		OMB No. 1545-0074
If a joint return, spouse's first name and initial		Last name		Your social security number [REDACTED]
Home address (number and street). If you have a P.O. box, see instructions. [REDACTED]		Apartment no.		Spouse's social security number
City, town or post office. If you have a foreign address, see instructions. SANTA RITA		State ZIP code GU 96915-1605		<p>▲ You must enter your SSN(s) above ▲</p> <p>Checking a box below will not change your tax or refund</p>

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ☐ You ☐ Spouse

1 ☐ Single

2 ☐ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above and full name here ▶

4 ☒ Head of household (with qualifying person). (See instructions.)
If the qualifying person is a child but not your dependent, enter this child's name here ▶

5 ☐ Qualifying widow(er) with dependent child (see instructions)

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a

b ☐ Spouse

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> If qualifying child for child tax credit	No. of children on 6c who: • lived with you 1 • did not live with you due to divorce or separation
[REDACTED]	[REDACTED]	Daughter	<input checked="" type="checkbox"/>	

d Total number of exemptions claimed Add numbers on lines above ▶ 2

7 Wages, salaries, tips, etc. Attach Form(s) W-2	7	24,085.
8a Taxable interest. Attach Schedule 1 if required	8a	170.
b Tax-exempt interest. Do not include on line 8a	8b	
9a Ordinary dividends. Attach Schedule 1 if required	9a	
b Qualified dividends (see instructions)	9b	
10 Capital gain distributions (see instructions)	10	
11a IRA distributions	11a	
11b Taxable amount	11b	
12a Pensions and annuities	12a	
12b Taxable amount	12b	
13 Unemployment compensation, Alaska Permanent Fund dividends, and jury duty pay	13	
14a Social security benefits	14a	
14b Taxable amount	14b	
15 Add lines 7 through 14b (far right column). This is your total income	15	24,255.
16 Penalty on early withdrawal of savings (see instructions)	16	
17 IRA deduction (see instructions)	17	
18 Student loan interest deduction (see instructions)	18	
19 Jury duty pay you gave your employer (see instructions)	19	
20 Add lines 16 through 19. These are your total adjustments	20	
21 Subtract line 20 from line 15. This is your adjusted gross income	21	24,255.

BAA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

Form 1040A (2006)

EXHIBIT

6

Tax,
credits,
and
paymentsStandard
Deduction
for -

• People who checked any box on line 23a or 23b or who can be claimed as a dependent, see instructions.

• All others:
Single or Married filing separately, \$5,150

Married filing jointly or Qualifying widow(er), \$10,300

Head of Household, \$7,550

If you have a qualifying child, attach Schedule EIC.

22 Enter the amount from line 21 (adjusted gross income) 22 24,255.

23a Check if: ☐ You were born before January 2, 1942, ☐ Blind ☐ Spouse was born before January 2, 1942, ☐ Blind Total boxes checked 23a ☐b If you are married filing separately and your spouse itemizes deductions, see instructions and check here 23b ☐

24 Enter your standard deduction (see left margin) 24 7,550.

25 Subtract line 24 from line 22. If line 24 is more than line 22, enter -0- 25 16,705.

26 If line 22 is over \$112,875, or you provided housing to a person displaced by Hurricane Katrina, see instructions. Otherwise, multiply \$3,300 by the total number of exemptions claimed on line 6d 26 6,600.

27 Subtract line 26 from line 25. If line 26 is more than line 25, enter -0-. This is your taxable income 27 10,105.

28 Tax, including any alternative minimum tax (see instructions) 28 1,013.

29 Credit for child and dependent care expenses. Attach Schedule 2 29

30 Credit for the elderly or the disabled. Attach Schedule 3 30

31 Education credits. Attach Form 8863 31

32 Retirement savings contributions credit. Attach Form 8880 32

33 Child tax credit (see instructions). Attach Form 8901 if required 33 1,000.

34 Add lines 29 through 33. These are your total credits 34 1,000.

35 Subtract line 34 from line 28. If line 34 is more than line 28, enter -0- 35 13.

36 Advance earned income credit payments from Form(s) W-2, box 9 36

37 Add lines 35 and 36. This is your total tax 37 13.

38 Federal income tax withheld from Forms W-2 and 1099 38 1,858.

39 2006 estimated tax payments and amount applied from 2005 return 39

40a Earned income credit (EIC) 40a 1,235.

b Nontaxable combat pay election. 40b

41 Additional child tax credit. Attach Form 8812 41

42 Credit for federal telephone excise tax paid. Attach Form 8913 if required 42

43 Add lines 38, 39, 40a, 41, and 42. These are your total payments 43 3,093.

Refund

44 If line 43 is more than line 37, subtract line 37 from line 43. This is the amount you overpaid 44 3,080.

45a Amount of line 44 you want refunded to you. If Form 8888 is attached, check here 45a 3,080.

b Routing number XXXXXXXXXX c Type: ☐ Checking ☐ Savings

d Account number XXXXXXXXXXXXXXXXXXXX

46 Amount of line 44 you want applied to your 2007 estimated tax 46

Amount
you owe

47 Amount you owe. Subtract line 43 from line 37. For details on how to pay, see instructions 47

48 Estimated tax penalty (see instructions) 48

Third party
designeeDo you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Designee's name Phone no. Personal identification number (PIN)

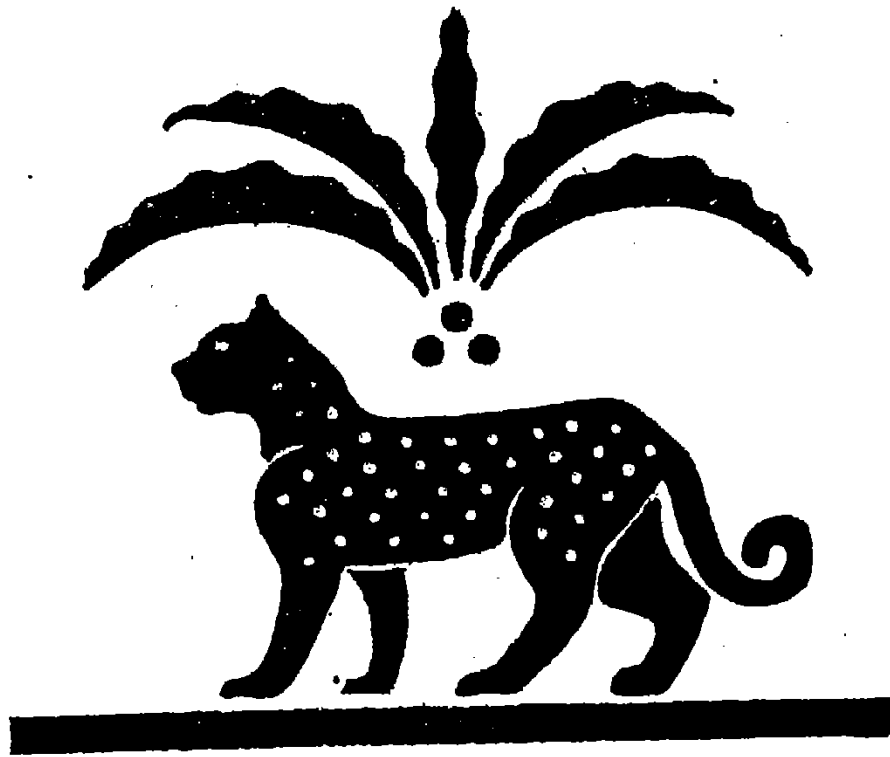
Sign
here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than the taxpayer) is based on all information of which the preparer has any knowledge.

Your signature Date Your occupation Daytime phone number
x Librado P. Saludo 02/24/07 RECEPTIONIST (671) [REDACTED]
Spouse's signature, if a joint return, both must sign. Date Spouse's occupation

Joint return? See instructions. Keep a copy for your records.

Paid
preparer's
use onlyPreparer's signature Librado P. Saludo Date 02/24/2007 Check if self-employed Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code SALUDO ENTERPRISES INC. EIN 66-0596775
P.O. BOX 10795 Phone no. (671) 637-6460
TAMUNING GU 96931



LEOPALACE
RESORT
EMPLOYEE
HANDBOOK



LEOPALACE RESORT
NEW EMPLOYEE
HANDBOOK

	Page
1. DISCLAIMER	1
2. MANAGEMENT RIGHTS	1
3. EMPLOYMENT-AT-WILL	1
4. IMAGE AND PERSONAL APPEARANCE	1
5. YOUR EMPLOYMENT STATUS	2
6. ATTENDANCE	2
7. STANDARD WORK WEEK AND OVERTIME	2
8. EMPLOYEE UNIFORMS/ LOCKERS	2
9. NAME-TAGGING OF UNIFORMS	3
10. TIME CARDS	3
11. TIMEKEEPING	3
12. BADGE	4
13. EMPLOYEE EVALUATION PERIOD	4
14. UNAUTHORIZED EMPLOYEE VISITORS IN THE WORKPLACE IS NOT ALLOWED	4
15. EMPLOYEE PARKING	4
16. DROP OFF/ PICK UP	4
17. VEHICLE DECAL/ TEMPORARY PASS	5
18. CHANGES IN PERSONAL INFORMATION	5
19. PERSONAL MAIL AND USE OF THE TELEPHONES	5
20. PACKAGE/ PROPERTY PASS PROCEDURES	5-6
21. RULES OF CONDUCT	7-8
22. SECURITY	9
23. RESTRICTED AREAS	9
24. CONFLICT OF INTEREST	9-10
25. ACCEPTANCE OF GIFTS	10
26. SEXUAL HARASSMENT	11
27. OUTSIDE EMPLOYMENT AND ACTIVITIES	11
28. EMPLOYMENT OF RELATIVES	12
29. ACCESS TO COMPANY FACILITIES/ EQUIPMENT	12
30. SOLICITATION AND DISTRIBUTION	12
31. UNIONS	13
32. POINTS TO REMEMBER ABOUT THE UNION AUTHORIZATION CARD	13-14
33. DISCIPLINARY PROCEDURES	14
34. LAYOFFS, RESIGNATIONS & TERMINATION	15

DISCLAIMER

Since business judgements and needs may change from time-to-time, the policies described herein are offered as guidelines reflecting current policies and are not intended to create a contract between you and MDI Guam Corporation. We reserve the right to change or delete any policy, practice or benefit (including benefits for which an employee is eligible but not yet entitled to be paid) at any time, with or without notice.

MANAGEMENT RIGHTS

MDI Guam Corporation reserves all the normal and customary rights of management, such as the right to supervise and control all operations, direct all work, interpret, change or cancel all personnel policies with or without notice, and to hire, schedule, fire, layoff, transfer, promote, reward, discipline, or otherwise deal with our employees and select the manner, method, and means of operation. These rights are not limited or waived by any provision in this handbook, or in any other statements or documents.

EMPLOYMENT-AT-WILL

We operate under the traditional employment theory that employees have no contractual obligation or right, expressed or implied, to remain in our employ. Both MDI Guam Corporation and you, the employee, can terminate the employment relationship with, or without cause. If you have any questions about the policy, please see the General Manager. No one except the General Manager of MDI Guam Corporation may enter into any agreement or make any agreements contrary to this policy.

It should be further understood that information provided with the intent of securing employment must be complete and accurate. Failure to disclose any information or providing false or misleading information could lead to immediate termination. Information reference checks could also be used to determine an employee's eligibility or qualifications for employment.

IMAGE AND PERSONAL APPEARANCE

The image of our company and its employees is very important. We must all look neat and observe the highest standards in grooming, dress and hygiene. All employees required to wear uniform on duty must show up at the start of work wearing a clean, neat uniform with name tag and ID badge in place, and clean shoes. It is the responsibility of the employee to make sure that a clean set of uniform is ready for the following work day. If you work in an office and are not uniformed you are expected to dress neat and commensurate with the area you are assigned to work. No blue jeans and sandals allowed. This applies to front and back offices.

Male employees are to wear well-groomed hair cut with length at chin level or shorter. Female employees may wear hair in any length but must be neatly groomed and properly fixed.

Male employees are NOT to wear earrings or any other body jewelry while in the work place. Female employees are also, NOT allowed to wear body piercing jewelry other than earrings while in the work place.

YOUR EMPLOYMENT STATUS

Temporary Full-Time Employees - If you are regularly scheduled for 32 or more hours of work per week and if you have 1000 or more hours in the past 6 months, you are considered to be a full-time employee.

Temporary Part-Time Employee - If you work less than 32 hours per week, you are a part-time employee.

ATTENDANCE

Your supervisor will assign your working hours. You are expected to be on the job, appropriately attired and ready for work, at the beginning of your scheduled shift. If you cannot come to work as scheduled, advise your supervisor at the earliest time possible in advance of the time you are scheduled to report to work if you are unable to contact your supervisor, notify the Human Resources Department. Please do not leave messages or communicate with your fellow employees.

STANDARD WORK WEEK AND OVERTIME

Our standard work week begins at 12:00 am each Sunday and ends at 11:59 p.m. each Saturday. This standard work week sets the seven consecutive day period during which overtime pay is calculated. Overtime pay is paid to non-exempt employees for time worked in excess of 40 hours weekly. Overtime hours worked without specific approval of your supervisor will not be paid.

Since the badge is also a time card, it does not mean that its only purpose is for timekeeping for those who use the Kronos clock. The equally important use of the badge is to wear it for guests to identify the employees/workers from their fellow guests, for employees to recognize fellow employees and for security to distinguish employees from guests.

The Supervisor/Managers are responsible to check that their staff are wearing the badge and is properly worn. Anyone not wearing the employee badge will not be permitted to work nor allowed to remain within the premises. As a reminder, hours not worked will not be paid.

EMPLOYEE UNIFORMS/LOCKERS

Employees who are required to wear uniforms must be in uniform while on duty. Wearing of the uniforms, where required, is part of the job and therefore the employee is paid to wear the uniform in conjunction with the performance of the job.

It is the responsibility of the employee to report to work in complete uniform and make sure a clean set of uniform is ready for the following work day. The Supervisors/Managers must ensure that staff wear the regulation uniform and decent working attire for those who do not wear uniforms. If your uniform needs repair or replacement see your immediate Supervisor.

Employee lockers may be provided for you to change at work. Acceptance of a locker assignment also gives our consent for security personnel, accompanied by a management representative, to open and inspect your locker at regular intervals with or without notice.

Lockers should be kept in neat order and free of trash, debris, contraband, alcohol, and narcotics (except prescription drugs). Company equipment, tools and other supplies should not be stored in individual employee lockers. Weapons of any type are strictly prohibited. Lockers are provided for your convenience. Please do not store valuables or leave your locker unsecured.

NAME-TAGGING OF UNIFORMS

The uniforms get mixed up when turned in for laundry service resulting to employees getting the wrong uniform. Something like this is bound to happen due to various reasons.

Name-tagging the uniform is assigned as a responsibility of the employee. Be sewing a piece of white cloth with your name on it, to the garment will ensure that what you turned in for laundry will be returned to you. Use only indelible or permanent marker to print your name on the cloth. Please use durable piece of cloth that will not fray, which can withstand several washing or dry cleaning. Please check with Housekeeping for further instructions.

TIME CARDS

Federal and Guam Laws require non-exempt employees to record daily hours worked. You must record only YOUR OWN TIME and may not record time for another employee. Alterations, changes and other tampering with the time cards is strictly prohibited. Please see your supervisor, or the Human Resources Office, if something needs to be corrected on your time record. Any discrepancies on the time cards that require adjustment of your pay must be brought to the attention of your supervisor and the Human Resources Department immediately.

TIMEKEEPING

It is important that you know how to use the time clock for accurate timekeeping. You are to time in/out in accordance with the work schedule.

The time sheets are printed every Monday morning for review by the Department Supervisor or Manager to double check the entries and make sure that the entries are in conformance with the work schedule assigned and authorized. No one other than the Supervisor or the Manager is to review the time sheets. Anyone caught tampering with the time sheets is in violation of the rules of conduct.

Tardy (late) or time-cutting is determined at seven minutes. If you clocked in at seven minutes or more after the start of your shift, this is considered late. Likewise, if you clocked in at seven minutes or more before the end of your shift, this is considered time-cutting. Either way, it is the Manager's discretion to exempt, but if done repeatedly, it becomes an unacceptable practice and warrants a disciplinary action.

Remember, you are only going to be paid for hours authorized and worked. Early "in" punches and "late" off punches not authorized by the Supervisor or Manager will not be paid. If you had to punch out later than scheduled, please let your Supervisor know the justification before the time sheets are submitted for payroll processing.

Meal breaks are scheduled by each department Supervisor or Manager and is presently scheduled at 30 minutes or one-hour. You are to punch out and punch back in after your break.

Any issues/questions regarding work time must be discussed between the employee and his/her Department Supervisor or Manager.

BADGE

With the exception of the Executive General Manager, all MDI employees and MDI contract workers must wear the badge at all times while on and off duty, as long as you're within the premises of LeoPalace Resort. It must be worn with the photo showing.

EMPLOYEE EVALUATION PERIOD

The evaluation report shall be completed by the employee's immediate Supervisor/Manager (or the rater) and to be submitted to Human Resources Department with the recommendation of the Department Head or the individual who oversees the particular department and reviews/checks the daily performance of the employee being evaluated. Any recommendations for pay adjustment (increase or decrease), suitability for promotion, transfer, demotion, or dismissal may be included in this report.

UNAUTHORIZED EMPLOYEE VISITORS IN THE WORKPLACE IS NOT ALLOWED

Please advise relatives or friends that unauthorized employee visitors are not allowed in the workplace. In case if urgent need to talk to the employee, the relative or friend must be directed to proceed to Human Resources Department and the employee shall be contacted by the HR office staff.

Security is authorized to stop or expel any unauthorized entry in the work area. If you do not want to follow company regulations, please discuss this with the HR Department Manager. Non-compliance to company directives is an unacceptable conduct and can lead to disciplinary action.

EMPLOYEE PARKING

Several areas have been designated "Authorized Employee Parking". These are designated for your convenience and guest satisfaction. You should park ONLY in these areas. The stalls marked "G" are for guests only. If you park in guest parking areas or other reserved parking spaces, your vehicle may be towed away. Please secure your vehicle at all times. Employee parking is provided free of charge and MDI Guam Corporation is not responsible for damages or losses to any vehicle while parked in employee parking areas. Vandalism or other such occurrences should be reported to your insurance company.

DROP OFF/PICK UP

The designated location for drop off and pick up is at the parking lot. Drop Off/ Pick Up at the Rotunda between the parking lot and the Clubhouse is not allowed. Parking at the Rotunda is not allowed even if the driver of the vehicle is present.

Parking and/or Drop Off/Pick Up Temporary Pass is required for all vehicles, please inquire at the Human Resources Department.

VEHICLE DECAL/TEMPORARY PASS

All vehicles that are being used by an employee whether they are being dropped off, picked up or driving themselves must have a temporary pass or a decal. A temporary pass is issued to all new employees until such time that their employment status has been changed to regular full-time status and provided that the vehicle is registered to the employee then a decal will be issued. Either the temporary pass or the decal must be posted on the lower left of the vehicle's windshield.

CHANGES IN PERSONAL INFORMATION

For administration and emergency purposes, it is vital that we maintain accurate and current personnel records. It is your responsibility to notify your Supervisor and Human Resources Department of any change in your residence address, phone number, marital status, or other necessary personal information.

PERSONAL MAIL AND USE OF THE TELEPHONES

Our mail and telephone systems are designed to accommodate our business transactions and communications. Employees are asked to refrain from using company telephones for non-emergency personal calls and use of company address for personal mail. Please have your personal phone calls directed to your residence and personal mail forwarded to your own mailing address.

PACKAGE/PROPERTY PASS PROCEDURES

To protect the company and employees from false accusations of pilferage or stealing, employees are to obtain a package/property pass for items to be taken outside of the premises of the resort originating from inside the various facilities of the resort from your Manager.

Definition of the following words as used in this text:

- Package: Includes all sorts of bags, pouch box, container, etc. containing any form of substance with volume.
- Property: Includes anything owned by LeoPalace Resort (the company), any product made by staff for the company business, retail items sold within and by the company and any other company linked material.
- Premises: Includes the buildings and surrounding grounds that are within the limits or confines of the resort boundaries.

Item(s) that would require package/property pass but not limited to the following are:

- Any item given as a gift by company or co-worker.
- Item given by guests as gratuity.
- Purchases with receipts from company outlets where employees are authorized to purchase.
- Company property to be taken outside the resort premises for any reason (i.e., repair, transfer, for use outside resort premises, etc.)

The following cannot be taken out from the premises of the resort:

- Employee meals
- Company refuse/trash
- Kitchen food scraps and all left-overs including those from parties and banquets
- Company property without reason to remove from the premises

Items that do not require a package/property pass:

- Any item that is obvious and beyond the doubt personal-owned by the employee

All items in the guests' rooms abandoned or accidentally forgotten by departed guests must all be turned in to the Housekeeping Manager for proper disposal action. Lost & Found Procedures is to be complied with, if necessary.

Since employees are privileged to make purchases from the restaurant and store outlets of the resort, the employees must be able to show proof of their purchase or receipt in order to obtain a package/property pass.

Procedure:

1. Request for Package/Property take-out authorization form from your department Supervisor/Manager.
2. The department Supervisor/Manager issues the package/property pass depending upon the validity of the request for pass. The pass will serve as an authorization to take-out the item(s).
3. A record book for pass issuance must be maintained by the Manager for security verification or follow-up action.
4. The Security Officer will randomly check employees for authorization to carry/transport package(s) out of the premises. If the employee cannot show a pass, the Security Officer is authorized by management to ask for the employee's ID badge so that accurate information can be taken and necessary reporting can be made. The package/property pass must be surrendered to the Security Officer.

Failure to comply with these procedures grounds for disciplinary action - warning or immediate termination depending upon the severity of the misconduct.



PACKAGE/PROPERTY PASS

Pd/PKGPASS WK3

NAME		POSITION TITLE	
BADGE NO.		DEPARTMENT	
<input type="checkbox"/> MDI EMPLOYEE		<input type="checkbox"/> CONTRACTOR EMPLOYEE	
COMPANY NAME			
The above - named individual has requested permission and is hereby authorized to take out/ remove from resort premises the following items on the date specified below:			
		DATE	
***** SAMPLE ONLY *****			
REASON:			
FOR TEMPORARY REMOVAL OF PROPERTY FROM PREMISES		EXPECTED RETURN DATE	
AUTHORIZING DEPARTMENT MANAGER			
(PRINT NAME)	(SIGNATURE)	(DATE)	

RULES OF CONDUCT

We have regulations for acceptable conduct to ensure orderly business operations for the benefit and protection of the rights and safety of everyone. Certain rules are made to promote uniform understanding of what is considered both acceptable and unacceptable conduct.

Acceptable conduct is basically good conduct, good character and good judgement coupled with good sense. Although you are free to resign at any time, with or without cause, here are some examples of conduct which will lead to IMMEDIATE disciplinary action up to and including termination.

The list of rules is not exhaustive, it is just a guide:

1. Insubordination - Refusal to obey instructions, disregarding of any order or directive to performance work as assigned or required, or willful slowdown or neglect of duty. If your Supervisor asks you to do something, and you disagree, obey the instructions at the time (unless it endangers equipment or poses the potential for injury to employees or guests) and discuss it later when both you and your Supervisor are out of hearing of customers and other employees.
2. Interference with others in the performance in their job, horseplay or disorderly conduct.
3. Pilferage, theft or misappropriation of company property or the property of others. Any attempt to pilfer, steal or misappropriate any such property; any unauthorized use of MDI Guam Corporation equipment and supplies.
4. Unauthorized or unreported absence from work. Leaving work or leaving the premises during working hours without prior notice and permission. Unreported or unexcused absence for three consecutive work days shall be considered a quit without notice.
5. Excessive absences (even when caused by excused and justifiable illness or injury), tardiness in reporting to work, or in returning to duty following meal periods.
6. Careless, negligence or mischief that results in loss, damage, waste or destruction of any property, or which creates unsafe or unsanitary conditions, failure to follow safety rules, or engage in any unsafe conduct.
7. Threatening, fighting or engaging in any act of physical aggression (as well as any attempt or threat to engage in a fight or to provoke a fight), either by words or by actions.
8. Sleeping on duty or during working hours, inattention to duty.
9. Dishonesty in any form, including falsification of any records or reports, clocking in or out for another employee, giving a false reason for sick leave, leave of absence, or time off from work, supplying false or misleading information during employment or as part of the application process.
10. Revealing confidential information regarding customers, employees, or the business of MDI Guam Corporation and discussing confidential matters with unauthorized personnel. This includes the use of dissemination of confidential information except where authorized.
11. Failure to report loss, damage, breakage or breakdown of business property, failing to report any job related injury, illness or accident, falsifying information or refusing to give testimony or to cooperate in the investigation of accidents, employee misconduct or grievance which are being conducted by or on behalf of MDI Guam Corporation.

12. Drinking on the job, or reporting on the job or onto the premises any way affected by the consumption of alcohol, or working with the smell of alcoholic beverages on your breath.
13. Possession, distribution, sale, use or transporting on the job or onto the premises any controlled substance, drug or other mind altering substance, narcotic or drug paraphernalia, reporting for work in any way affected by the use of any drug, except those lawfully prescribed by a physician.
14. Possession of, or transporting onto our premises, any kind of weapon.
15. Discourtesy in any form or disrespect to guest or employees, use of vulgarity or failing to render the appropriate degree of service or courtesy to any customer.
16. Gambling or promoting gambling during working hours on our property at any time.
17. Loitering or unauthorized presence anywhere on our premises.
18. Smoking in prohibited areas.
19. Violating (or failing to enforce) our policy on solicitation and distribution. Reminder employees shall not distribute literature of any kind or solicit during working time or not. Employees shall not distribute literature of any kind in working areas in which guest are frequently in.
20. Non-employees are prohibited from soliciting employees or distributing literature on our premises. These rules apply to all locations and to distributions or solicitations for all purposes including miscellaneous raffle schemes, lottery tickets, magazine clubs, civic organizations, societies, lodges and the like.
21. Use of abusive, profane or obscene language directed at a customer, Supervisor or other members of management, similar conduct directed at fellow employees which causes or is intended to cause disruption of work or the peaceful atmosphere of MDI Guam Corporation.
22. Unauthorized possession, custody or use of any property that belongs to a guest, another employee, or MDI Guam Corporation, including any item (lost or otherwise) found on or present on our premises. **All articles found on our premises MUST BE TURNED IN IMMEDIATELY to the Security Department.**
23. Tampering with fire or safety equipment.
24. Abusing, defacing or destroying our equipment or property, or property of our customers or employees.
25. Altering any documentation including work or time records.
26. Failure to maintain accurate and proper accountability and controls of cash banks, excessive or continuous cash shortages/overages, or other irregularities are considered irresponsible, unacceptable or negligent.
27. Interfering with or hindering of work schedules. Failing to work on a shift scheduled; arranging to have someone work in your place without the permission of your Supervisor.
28. Failure to maintain proper standards of personal hygiene and grooming. Neat clean and safe clothing, including shoes must be worn.

SECURITY

To protect you, your fellow employees and our guests from personal injury or the loss or damage property, or false accusations of dishonest or unlawful conduct, we reserve the right to examine a person or object while on our property. As a condition of permit, on request we reserve the right to search:

- * Any vehicle exiting the property.
- * Any pocket, purse, briefcase, toolbox, lunch box or other containers brought on the premises.
- * Any desk, file, locker or other stationery containers, whether locked or unlocked.

When we responsibly believe that an employee on our premises may be under the influence of drugs or alcohol (whether or not lawful), we reserve the right to relieve the employee from duty and to require the employee to satisfactorily complete an appropriate urine and blood test as determined by our physician.

All searches of an employee shall be conducted in private by a person of same sex and all urine and blood tests shall be performed at our expense. The results of any search, test shall be kept confidential and disclosed only to the persons performing the test or search and MDI Guam Corporation representatives responsible for the employee's supervision, security, employee safety and discipline, unless otherwise required by law.

We reserve the right to seize, either retain or destroy as appropriate, any property found on our premises which we determine to be stolen, illegal, or hazardous to the health and safety of our employees, customers and others.

RESTRICTED AREAS

All employees should be at their designated area of work and are not to be hanging out in work areas not assigned.

In the garage (GOLF CART GARAGE) 24 hours a day, no one is allowed to rest/sleep or simply be taking a break. Definitely no smoking in the garage. Only the Manager and the Cart Attendants on duty and those who have business reasons to be there are allowed in the area. Since the garage is also a passage way to the back-of-house offices and employee lounge, it is to be used strictly for passing through.

The kitchen, especially inside where the stoves are, is off-limits to non-kitchen staff 24 hours a day. The telephone in the kitchen is for kitchen business and emergency call only. The kitchen night cleaners and maintenance personnel are authorized to be in the kitchen only when they are cleaning and doing maintenance work, respectively. The designated pick up area for employee meals, kitchen-prepared goods for Baiten and Golf Maintenance or anything coming from the kitchen is outside the kitchen counter facing the restaurant walls.

Immediate disciplinary action will be taken against any employee violating or breaking this regulation.

CONFLICT OF INTEREST

We define "Conflict Of Interest" as a business activity or relationship with another company or person, that in our judgement, may result in questionable business ethics or a compromise in your loyalty to MDI Guam Corporation.

You, nor members of your immediate family, may serve as directors or officers of, or have a substantial investment in a business or personal relationship with a competitor, customer, supplier or employed by any organization which could create a divided loyalty.

You, nor members of your immediate family, may solicit or accept from an outside concern that does business with, seeks to do business with, or competes with us, any compensation, gift or discount, which may cause embarrassment to, or jeopardize the interest of MDI Guam Corporation, interfere with its work schedules, or adversely affect our productivity or that of your co-workers.

These rules are not exhaustive. Check with your Supervisor for clarity of approval before you become involved in a situation that you may feel could be a conflict of interest.

ACCEPTANCE OF GIFTS

Here is our policy regarding the giving and accepting of gifts and gratuities:

You and members of your immediate family may not give or accept any cash, gifts, special accommodations, favors or use of property or facilities to or from anyone with whom we do business.

Giving or accepting of anything of value to or by any of our suppliers, dealers, or customers is prohibited. This may violate certain criminal laws if it is done to influence you in the performance of your responsibility.

This policy applies to any employee who has or could be perceived as having potential for influencing business.

For example, it applies to the giving and acceptance of gifts or alcoholic beverages (and/or drugs or controlled substances) gift certificates, jewelry or money.

The policy does not preclude gifts of items of nominal value. These business gifts to you (or to members of your family) are limited to a total cost of \$50.00 per year. Gifts bearing a logo or trademark and which are distributed generally and cost no more than \$15.00, are not included in the \$50.00 annual limitation.

This policy is not intended to eliminate participation in business-related functions and activities which occur in conjunction with seminars, exhibits, meetings and presentation which include lunches, dinners, and entertainment. Under the proper circumstances, these can be in MDI Guam Corporation's best interest, but these contracts are only permitted on an infrequent basis. Under no circumstances should you solicit invitations to these functions.

Functions that involve overnight stays or consecutive days (as examples: hunting, fishing, and golfing) can create obligations that are contrary to this policy. You must have written approval before attending any such functions.

If you are in doubt as to the possible propriety of gift or activity, it should be rejected as contrary to this policy. In making this judgement, the ultimate criteria must go beyond the questions whether the consideration of the unfavorable appearance or impressions might be placed on the action by a critical third party who has the advantage of hindsight.

NOTE: The existence of genuine friendship, even prior to employment, does not relieve you of the duty to conform with this policy at all times.

Any gift you receive that is a violation of this policy must be returned to the donor with an explanation of MDI Guam Corporation's policy, or donated to a charitable organization. Management is to be advised of such action in writing.

This is a major operating policy of MDI Guam Corporation. It should be clearly understood that violation of this policy may result in disciplinary action, including termination of employment. Similarly, a violation of this policy by a supplier or customer may result in termination of their relationship with others.

SEXUAL HARASSMENT

We prohibit sexual harassment of any Employee by any Supervisor, co-workers, or customers. Sexual harassment is unlawful, bad for morale and counterproductive. It is also inconsistent with MDI Guam Corporation policies, practices and business philosophy. Sexual harassment can take many forms, including but not limited to:

1. Unwelcome sexual conduct, whether it be verbal or physical, that interferes with another person's work performance or creates an intimidating hostile environment (even for third parties not directly affected).
2. Personnel decisions (examples: promotion, raise, scheduling) made by a Supervisor is based on the employee's submission to or rejection of sexual advances.
3. Submission to a sexual advance used as a condition of employment, whether expressed in explicit or implicit terms.

If you think you have been subjected to sexual harassment, or ANY form of discrimination, you should report it to your Supervisor or the Human Resources Department immediately. The Human Resources Office will conduct a full investigation into all of the surrounding circumstances. Employees accused of sexual harassment, may be suspended during this investigation process. If the accusations can not be substantiated or unfounded, full wages and allowances will be paid for the period of suspension. This is a sensitive area of concern and care will be taken to protect the privacy and reputation of all concerned. To the best extent possible, we will attempt to keep confidential the identity of the employee reporting the incident involving discrimination or harassment. If the report appears to have merit, appropriate disciplinary action will be taken against the offender. Depending on the severity of the misconduct, and all the circumstances, the disciplinary action could vary from a warning to an immediate termination. The final decision rest with the General Manager or his/her designated representative.

OUTSIDE EMPLOYMENT AND ACTIVITIES

We do not want to interfere with your outside activities, but we are entitled to have you put forth your best efforts in your job MDI Guam Corporation.

Outside employment already held at the time you were hired at MDI Guam Corporation must also be fully disclosed. Thereafter, before accepting outside employment, you must fully disclose your plans and obtain written permission from the Human Resources Department.

You may not continue to work at MDI Guam Corporation if you hold outside employment with any organization that is in direct competition with MDI Guam Corporation, unless you have written permission from the General Manager.

Outside activities that reflect unfavorably upon MDI Guam Corporation can lead to termination. Please refer to our Conflict of Interest Policy for further information. Political activities, community service, or other similar endeavors should be conducted after normal work hours and can not interfere with completion of your assigned work tasks. Any potential conflicts with this policy should immediately be brought to the attention of the General Manager for resolutions. It must be clearly understood that the General Manager's decision in all such matter is final.

EMPLOYMENT OF RELATIVES

MDI Guam Corporation does not usually hire relatives of current employees because that sometimes creates problems. Relatives include spouse, children, parents, in-laws, aunts, uncles, cousins, brothers, sisters, and their spouses children. Exceptions may only be approved by the General Manager.

If employees become "relatives" as a result of marriage, they should not normally work within the same unit. We may require these employees to decide which employee will remain in the work unit. If the two employees are unable to decide which one will be transferred, we will decide which employee will be moved.

ACCESS TO COMPANY FACILITIES/EQUIPMENT

Company facilities were designed and constructed for paying guests. All employees are prohibited from utilizing company facilities unless they get written permission from the General Manager. Employees are prohibited from loitering around company facilities when they are not scheduled to work or for other than business reasons. Likewise, company equipment, including vehicles, office equipment, software, supplies, etc. is strictly for use in conducting company business. Use of company equipment or supplies for personal reasons could lead to disciplinary action including termination.

SOLICITATION AND DISTRIBUTION

To maintain and promote efficient operations, an attractive appearance, employee discipline, and security, we have established rules that govern solicitation, distribution of written material, and entry into our buildings and work areas.

Solicitation for any reason or cause and distribution of any literature are prohibited at all times in areas open to the public, except for our sales effort.

No employee shall distribute any material in work areas. Non-employees are never permitted to distribute literature or solicit our employees at any time on our property. This rule applies to any solicitation, including lotteries, magazine clubs, sales of goods, unions or social, civic or fraternal organizations. Everyone is expected to comply fully with these rules. Violations may result in disciplinary action, including dismissal, and appropriate legal action. If you have any questions about this rule, talk to your Supervisor or the Human Resources Department.

Any violation of this policy should be reported to your supervisor. There shall be no distribution of literature or solicitation of our employee by other employees during work hours when either the employees doing the solicitation or distributing the literature, or the employee being solicited or given literature, is one working time. This rule applies to any solicitation, including lotteries, magazine clubs, labor or social organizations, lodges and the like.

The sale (or solicitation for sale) of commercial items such as plasticware, cosmetics, clothing, household sundries, or other similar products is strictly prohibited. The violation of any of the above rules may lead to disciplinary action, including discharge. All violations should be reported immediately to your supervisor.

UNIONS

One of the primary benefits in working for MDI Guam Corporation is that each member of the team deals directly with management in all matters concerning employment and advancement. It is not necessary for any of our employees to belong to a union in order to work at this company.

MDI Guam Corporation is a non-union company and has no union contracts. We consider this a high compliment to us and our employees, indicating that our people do not feel the need for third party, union agent representation.

We believe that all MDI Guam Corporation employees have a deep, mutual interest in the success of our company and that all of us have a tremendous interest in working together to meet our competition and succeed in the never-ending competitive race. When a third party is placed between management and employees, the third party must justify its position as an agent. Therefore, that agent has a vested interest in doing everything it can to separate employees from their management, thereby destroying that mutual interest.

What a paradox it is that in so many companies unions have actually been able to convince employees that their supervisors are their natural enemies and that they can somehow advance their own interests better by joining in unions with employees who are working for competitors.

The open shop has made possible the kinds of working relationships and operating methods that produce solid values for our customers and strengthen the competitive position of our company. In this way, the open shop has given us the opportunity to provide our employees with understanding earnings, benefits, working conditions, and job security. It is therefore our positive intention to oppose unionism in MDI Guam Corporation by all proper means and in particular by consistent treatment of each employee.

POINTS TO REMEMBER ABOUT THE UNION AUTHORIZATION CARD

It is quite possible that you may be approached by a union organizer or sympathizer and asked to sign an authorization card. You will most likely be told (incorrectly) that:

1. The cards are used only for purposes of getting an election, and;
2. They are confidential and the employer will never know who signed.

This is most likely what you will not be told:

1. The card may be a legal application for membership in a union and can bind the signer to dues, fees, and union discipline immediately.
2. Where it is an application for membership, the union can use signed cards to call a strike at any time after cards are signed (even before an election is held) and signers are committed to strike, no matter what their intentions were when they originally signed the cards.
3. The cards may be used to try to obtain certification of the union without an election if more than half the workers in the unit sign.
4. Cards are not confidential and the employer will know who signed. If the organizer needs to prove he/she has a majority or if management initiates legal challenge to the validity of cards, management has the right to examine the cards and even question the individual employees who signed.

5. Signing of a card may be a permanent commitment. It is very difficult, if not possible, to get the card back once it has been turned in to the union.

DISCIPLINARY PROCEDURES

Adherence to standards for performance and behavior if necessary in order for us to operate in the most effective manner possible. The employment policies outlined in this handbook (though not all inclusive) are intended to provide minimum standards and guidelines that will insure the well disciplined and effective staff that is required to run a five-star property. To be effective, these rules must be enforced. The following discipline measures will be utilized to enforce company policies and procedures:

- Counseling;
- Misconduct;
- Warnings;
- Suspensions;
- Terminations.

It is important to note that any disciplinary action will be tailored to the situation. Each situation will be handled on a case by case basis. Severe infractions, gross misconduct, negligence or other similar offenses may result in immediate suspension or termination. Please note that any disciplinary action administered by supervisor or management personnel may be appealed (where reasonable cause exists) to the General Manager. All cases will be final when reviewed and approved by the General Manager or his designated representative.

LAYOFFS

All businesses have their busy and slow periods. We do not foresee any serious slowdown in visitor arrivals that might make it necessary for us to cut back on operations and layoff employees. But, if you are temporarily laid off due to lack of work (a break in service less than 60 days constitutes a layoff), we will conduct the layoff under terms of the Worker Adjustment and Retraining Notification Act.

RESIGNATIONS

We ask resigning employees to give us at least two (2) weeks written notice. Employees who quit or resign "without notice" will be paid on the next regular payday. Any outstanding employee charges must be settled in full prior to your last day of work. Terminating employees must also turn in all keys, cashier banks, I.D. cards or other MDI Guam Corporation property.

TERMINATION

All terminations are approved by the General Manager. Termination of employment is a serious matter which normally, but not always, may occur after corrective discipline has failed. Remember, you, or MDI Guam Corporation, may terminate the employment relationship at any time - - - with or without cause and with or without notice. If you want to discuss your termination, an appointment may be scheduled with the General Manager or his/ her Rep.